

**AMENDMENT NUMBER 6  
TO  
CONTRACT NO. DIR-SDD-1075  
BETWEEN  
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES  
AND TEXAS NICUSA, LLC**

This Amendment Number 6 (the “Amendment”) to the TexasOnline 2.0 Master Agreement (as previously amended, the “Master Agreement”) dated July 31, 2009 is entered into by and between The State of Texas, acting by and through the Texas Department of Information Resources (“DIR”) and Texas NICUSA, LLC, a limited liability company with a principal place of business at 100 Congress Avenue, Suite 600, Austin, Texas 78701 (“Vendor”). Capitalized terms used but not otherwise defined in this Amendment shall have the meaning set forth in the Master Agreement. This Amendment is executed in accordance with the authority granted in the Master Agreement, Section 5 *Contract Amendments*.

All other terms and conditions of the Master Agreement, as amended, not specifically modified herein, shall remain in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Master Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained in the Amendment shall control.

Background

Whereas, DIR has determined that it is in the best interest of the State of Texas to extend the Master Agreement for a period of twelve months; and

Whereas, Vendor desires to extend the term of the Master Agreement and agrees to perform certain other conditions and services set forth below.

Now, therefore, for good and valuable consideration the sufficiency of which is agreed upon by the Parties, the Parties hereby agree as follows:

Terms

1. In accordance with **Master Agreement Section 3.2 Extension** notice is hereby given to extend the term of this agreement for a period of twelve months and shall continue until 11:59:59 p.m., Central Time, on August 31, 2018, unless this Master Agreement is terminated earlier as provided therein.
2. In accordance with **Master Agreement Exhibit B Terms and Conditions, Article 7. Amendments, Modifications, and Change Orders**; and, as a condition of the granting of the twelve month extension in Section 1, above, Vendor is to comply with the following

stipulations in respects to the Vehicle Inspection Connection (VIC) program of the Texas Department of Public Safety (DPS) Customer Agreement #DIR-SDD-IC408, as amended:

### **2.1 Payment**

- Vendor will be paid for all safety and emissions inspections conducted through February 29, 2016 (the “Inspection Receivable”). The Inspection Receivable will be paid through a combination of DPS collections for inspections conducted prior to March 1, 2016 and Vendor withholding of VIC program State Share beginning with the September 2015 State Share and ending when all debt associated with the Inspection Receivable is paid in full.
- Beginning March 1, 2016, Vendor will be paid for safety and emissions inspections conducted on or after March 1, 2016 upon completion of the vehicle registration (the “Registered Inspections”). Vendor will be paid only for Registered Inspections that occur prior to the end of the term of the Master Agreement.

### **2.2 Process**

- Beginning March 1, 2016 DPS will utilize the Uniform State Accounting System (USAS) to transfer daily to Vendor per Accounting Policy Statement 029, funds collected by DPS for all registrations in connection with a vehicle inspection (the “Daily Deposits”) and DPS will provide to Vendor with that daily funds transfer a report of the total Daily Deposits, that is, a report of the USAS deposit total and USAS deposit number. Vendor will reconcile Daily Deposits against the Inspection Receivable and/or Registered Inspections receivables for each month.
- In the event that Daily Deposits include Inspection Receivable funds, Vendor will credit the Inspection Receivable funds to the Inspection Receivable or, if the Inspection Receivable is paid in full, remit such Inspection Receivable funds to DIR by increasing State Share payment.

### **2.3 Reconciliation**

- On or before the second business day of each month commencing March 1, 2016, the Texas Department of Motor Vehicles will provide DPS, DIR, and Vendor a report of all registrations conducted during the preceding month, including the Vehicle Identification Number (VIN) and plate number for each vehicle (the “Monthly Registrations Report”).
- On or before the second business day of each month commencing March 1, 2016, Texas Commission on Environmental Quality will provide DPS, DIR, and Vendor a monthly report of all emissions inspections in a given month, including the VIN numbers and plate number for each vehicle (the “Monthly Emissions Report”).
- Vendor will provide a monthly report of all safety inspections in a given month, including VIN numbers and plate number for each vehicle (the “Monthly Safety Report”).

- Vendor will reconcile the Monthly Registrations Report, Monthly Safety Report, and the Monthly Emissions Report to determine the Registered Inspections receivables for each month.

**3. Exhibit B. Terms and Conditions, Section 11.09 Rights upon termination or expiration of Master Agreement** is added to insert the following:

(c) Vendor will continue to provide DPS Over the Counter (OTC) services after expiration of Master Agreement and for up to 36 months, as requested by DIR. Such services will be provided for \$1.00 per transaction, the existing fee amount at the time of execution of this Amendment, except no State Share will apply upon and following expiration of the Master Agreement.

(d) Vendor will continue to provide TxPay Direct services after expiration of Master Agreement and for up to 36 months, as requested by DIR. TxPay Direct fees will increase upon expiration of the Master Agreement to \$0.50 plus 2.25% of the total transaction amount for each credit card transaction, on a per transaction basis. No State Share will apply upon and following expiration of the Master Agreement.

**4. Master Agreement, Section 4 (b) Notice, (2) Legal Notices** If to DIR is hereby changed as follows:

(2) Legal notices should be sent to the following:

If to DIR:

Director of Digital Government  
Texas Department of Information Resources  
300 W. 15th Street Suite 1300  
Austin, Texas 78701  
Telephone: 512-475-4700  
Facsimile: 512-475-4759

With a copy to:

General Counsel  
Texas Department of Information Resources  
300 W. 15th Street Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Facsimile: (512) 475-4759

5. **Exhibit A Definitions, Article II Definitions**, the definition for **Data Center Service Providers** is hereby replaced in its entirety as follows:

Data Center Service Providers – The partners providing services under the Data Center Services Master Services Agreements, which currently include a single Multi-Sourcing Integrator (MSI) and multiple Service Component Providers (SCP).

6. **Exhibit A Definitions, Article II Definitions** is hereby amended to add the following definitions:

**Comprehensive Program Management Plan** – The Comprehensive Program Management Plan addresses how the Texas.gov Program will be organized, staffed, managed, controlled and improved. The Plan, in the effort to lift up and leverage programmatic insight for more thorough assessment of potential efficiencies and improvements, has been compiled of previous Management Plans formerly defined in Exhibit G as follows: Program Management Plan, Quality Management Plan, Change Management Plan, Risk Management Plan, Problem Management, Integration Management Plan, Organizational and Staffing Management Plan, Portfolio Management Plan, Training Plan, Help Desk Management Plan; and, Communications Plan (all of which, in substance, will remain key and essential elements of the Comprehensive Program Management Plan).

**Management Plans** – Those stand-alone Management Plans designed in Exhibit G as follows: Disentanglement Plan, Technology Management Plan, Disaster Recovery and Business Continuity Plan and Security Management Plan

7. Effective September 1, 2015, **Article II. Performance Criteria Contractual Principles, Section 2.02 (d) of Exhibit D – Performance Criteria** is hereby updated and replaced in its entirety as follows:

Vendor will provide continuous improvement of the performance criteria over the life of the Master Agreement. Once baseline performance criteria are mutually accepted, DIR and the Vendor will review all of the service levels beginning March 1, 2011 and on an annual basis. Modifications to the expected service level and remedy units will be based on the following methodology:

Each modified expected service level for ***Application Reliability – Existing TexasOnline Solutions and Application Reliability – Portal Presence*** will be reset by an increase of one tenth of a percent (0.10%) at the beginning of each fiscal year beginning with FY2013 and through FY2016. The expected service level is reset

by an increase of five one hundredths of a percent (0.05%) effective September 1, 2016.

8. Effective September 1, 2015, **Article II. Performance Criteria Contractual Principles, Section 2.07 (c), Service Level Name, Application Reliability – Existing TexasOnline Solutions; Expected Service Level cell only; of Exhibit D – Performance Criteria** is hereby updated and replaced in its entirety as follows:

FY2013 – Expected Service Level – 99.60%

FY2014 – Expected Service Level – 99.70%

FY2015 – Expected Service Level – 99.80%

FY2016 – Expected Service Level – 99.90%

FY2017 – Expected Service Level – 99.95%

FY2018 – Expected Service Level – 99.95%

Effective September 1, 2016, the Original Framework Services and Renewal License Framework Services applications are combined into one application category for purposes of Expected Service Level reporting and have the same Expected Service Level rating as the Existing TexasOnline Solutions applications. The affected services are listed individually in Attachment D-1 Original Framework and Renewal License Framework Applications. All Existing TexasOnline Solutions not categorized as Original Framework Services and Renewal License Framework Services applications will continue to be reported individually in the monthly ID-03 Application Service Level Report.

9. Effective September 1, 2015, **Article II. Performance Criteria Contractual Principles, Section 2.07 (c), Service Level Name, Application Reliability – Portal; Expected Service Level cell only; of Exhibit D – Performance Criteria** is hereby updated and replaced in its entirety as follows:

FY2013 – Expected Service Level – 99.60%

FY2014 – Expected Service Level – 99.70%

FY2015 – Expected Service Level – 99.80%

FY2016 – Expected Service Level – 99.90%

FY2017 – Expected Service Level – 99.95%

FY2018 – Expected Service Level – 99.95%

**10. Exhibit D Performance Criteria, Article II Performance Criteria Contractual Principals** the following **Section 2.14 Second Master Agreement Extension Implementation** is inserted in its entirety:

- (a) The agreed-upon deliverables for extending the Master Agreement term to August 31, 2018 are described in the following table and are to be provided by the Vendor.
- (b) Should a delay event occur and not be remedied by the Vendor within a designated cure period, DIR will notify the Vendor in writing of the occurrence of an Extension Implementation delay event, subject to the following Metric Exclusions:
  - 1. Force Majeure Events
  - 2. Events determined to be caused by an entity other than or outside the control of the Vendor, including but not limited to events in which the root cause is determined to be out of the control of the Vendor.
- (c) After written notice from DIR of the occurrence or existence of such Implementation delay event, DIR may require Vendor to submit to DIR a detailed written Corrective Action Plan to correct or resolve any delays.

Performance Criteria for Extension Implementation Delays:

	<b>Extension Implementation Conditions</b>	<b>Performance Remedy</b>	<b>Due Date</b>	<b>Cure Period</b>
1	<p>The Vendor agrees to provide Vehicle Inspection Connection enhancements to DPS. Following the completion of the DPS Private Security Bureau Project, beginning on September 1, 2016, the Vendor will provide one (1) agile team, consisting of six (6) Vendor employees through August 31, 2018. The VIC resources are provided as follows:</p> <ul style="list-style-type: none"> <li>a. The Vendor will provide 735 total, not to exceed hours per month for the project to be used at DPS's discretion.</li> <li>b. Project hours utilized will be tracked monthly in Vendor's time-tracking tool and may be utilized at DPS's discretion.</li> <li>c. Project hours not utilized monthly will expire at the end of each month and may not be carried over from month-to-month.</li> <li>d. The Vendor will provide a monthly report to DPS and DIR of the total number of hours use for the project from the preceding month.</li> </ul>	Corrective Action Plan	N/A	None
2	<p>The Vendor agrees to provide a redesign and enhancement of the Veterans Portal as follows:</p> <ul style="list-style-type: none"> <li>a. The Vendor will provide 900 total, not to exceed project hours to be utilized at the Veterans Portal Advisory Council (VPAC) discretion for the project. These project hours are in addition to those hours required for the implementation of a Veterans Portal instance in the Texas.gov WordPress environment.</li> <li>b. The project hours utilized will be tracked monthly in Vendor's time-</li> </ul>	Corrective Action Plan		None

Extension Implementation Conditions		Performance Remedy	Due Date	Cure Period
	<p>tracking tool and may be utilized at the VPAC discretion until the total amount of project hours have been depleted.</p> <p>c. The Vendor will provide a monthly report to DIR of the total number of remaining project hours.</p> <p>d. The redesign and enhancement is envisioned to address the following types of components, such as: accessibility, 3-clicks navigation, blog, calendar, image carousel options, office location mapping, responsive design, re-architecture of the site, search engine optimization, or social media plug-in.</p> <p>e. The project hours must be fully utilized by VPAC no later than August 31, 2017 at which time the hours will have a zero balance.</p>			
3	Provide assertion and guarantee that the Socrata Open Data Portal platform license is assignable, at DIR's discretion, at end of contract term.	N/A	December 31, 2015	N/A
4	Compile and implement the plan to be re-designated as G-1 Comprehensive Program Management Plan, with the content and format as agreed to in advance by DIR.	Revert to original management plan structure and numbering	April 1, 2016, provided that parties use reasonable efforts to collaborate and provide feedback in a timely manner.	N/A
5	Commencing September 1, 2016, revise the ID-03 Application Service Level Report to include single line reporting of the the Original Framework Services and Renewal License Framework Services		September 1, 2016	N/A

**11. Exhibit D Performance Criteria, Article II Performance Criteria Contractual Principals**  
**Section 2.14 Reporting on Performance Criteria** is hereby renumbered as Section 2.15.



**12. Exhibit D Performance Criteria, Article IV Documents in Exhibit D Performance Criteria**

- (a) The following attachments are incorporated as part of *Exhibit D Performance Criteria*:

**Table 3: Exhibit D Performance Criteria Attachments**

Title	Description and Contents
<i>Attachment D-1</i> Original Framework and Renewal License Framework Applications	<ul style="list-style-type: none"><li>The TexasOnline 2.0 Attachmend D-1 contains listings of those individual Original Framework and Renewal License Framework applications that are to be reported as compiled reporting for Service Level measurement purposes</li></ul>

**13. Exhibit G Plans, Article II. Contractual Principles, Section 2.01 Program and Project Management** is updated and hereby replaced in its entirety as follows:

**Section 2.01 Program and Project Management**

- (a) The Vendor is responsible for program management of TexasOnline 2.0 and project management of all development projects that are undertaken under the Master Agreement.
- (b) The Vendor will use standards, such as Texas Project Delivery Framework, Project Management Body of Knowledge (PMBOK), Information Technology Infrastructure Library (ITIL), and other internationally recognized standards for program and project management.
- (c) The Vendor will demonstrate strong project management practices.
- (d) The Vendor will create, maintain, implement and update those certain designated Management Plans in Exhibit G, 2.01 (g) below as one (1) Program Management Plan in accordance with this Exhibit.
- (e) The Comprehensive Program Management Plan will be submitted to DIR for approval annually, beginning April 1, 2016.
- (f) The Vendor will provide the updated Program Management Plan annually or as required by DIR.
- (g) The following Management Plans are hereby compiled as one overall plan and re-designated as G-1 Comprehensive Program Management Plan as follows:
  - i. G-1 Program Management Plan

- ii. G-3 Quality Management Plan
- iii. G-4 Change Management Plan
- iv. G-5 Risk Management Plan
- v. G-6 Problem Management Plan
- vi. G-7 Integration Management Plan
- vii. G-8 Organizational & Staffing Management Plan
- viii. G-11 Portfolio Management Plan
- ix. G-12 Training Plan
- x. G-13 Help Desk Management Plan
- xi. G-15 Communications Plan

**14. Exhibit K Payment System, Attachment K-1 Payment System** is updated and hereby replaced in its entirety.

**15. Exhibit Q Source Code Escrow, Attachment Q-1 Source Code Escrow Agreement** is updated and hereby replaced in its entirety to include the executed Two-Party Agreement between NICUSA, Inc. (Depositor) and Escrow Associates LLC (successor Escrow Associates NCC Group, Inc.) and the executed Rider C Registered Beneficiary Addition Form, by and between NICUSA, Inc., Escrow Associates (successor Escrow Associates NCC Group, Inc.) and Texas Department of Information Resources (Beneficiary) dated May 24, 2010.

[This page is intentionally blank]

IN WITNESS WHEREOF, the Parties having read and understood the foregoing sections of the Master Agreement as Amended including all Attachments and Exhibits incorporated therein by reference, expressly agree to these terms and conditions as evidenced by their respective dated signatures below and execute this Amendment effective as of the last date of the signatures below:

**DEPARTMENT OF INFORMATION RESOURCES**

**TEXAS NICUSA, LLC**

Signature: Signature on File

Signature: Signature on File

Name: Todd Kimbriel

Name: Craig Shinn

Title: Interim Executive Director

Title: Executive Director

Date: 10/29/2015

Date: 10/29/2015

Legal: Signature on File